

**EXHIBIT B**

### ASSIGNMENT AND ASSUMPTION

PRIM INVESTMENT 2 SARL, ("Assignor") confirms the assignment and transfer to Fondation EROL ("Assignee"), and Assignee hereby accepts such assignment, of, a portion of Assignor's limited partnership interest, including 100% of the Assignor's balance of its cumulative Contributions and Capital Account (the "Interest") in Boston Capital Ventures IV Limited Partnership, a Delaware limited partnership (the "Partnership") (such limited partnership interest being herein referred to as the "Transferred Interest"), representing a total capital commitment of \$706,200 (all of which Assignor has contributed to the Partnership, as of the date hereof).

The Assignee hereby assumes the performance of all of the covenants, liabilities and unperformed obligations associated with the Transferred Interest under the Limited Partnership Agreement of the Partnership, dated as of August 15, 2000, as amended from time to time (as so amended, the "Partnership Agreement"), under the Subscription Agreement among assignor to Assignor, the Partnership and Boston Capital Partners IV LLC, the general partner ("General Partner") of the Partnership, and under all other agreements, documents and other materials that govern the rights and obligations of Assignor as a limited partner in the Partnership (the Partnership Agreement, together with such Subscription Agreement and all other such agreements, documents and other materials, the "Operative Documents").

The Assignee hereby agrees that the covenants and obligations herein assumed by the Assignee shall inure to the benefit of the Partnership.

This Assignment and Assumption may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute one instrument.

Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Partnership Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption as of the 7<sup>th</sup> day of December, 2020.

ASSIGNOR

PRIM INVESTMENT 2 SARL

By: 

Title

ASSIGNEE

FONDATION EROL

By:  

Title: Chairman of the Board Member of the Board

In consideration of the liabilities and unperformed obligations assumed by Assignee, the undersigned General Partner hereby consents to the within assignment and the admission of Assignee to the Partnership as a substituted limited partner pursuant to Paragraph 5.01(b) of the Partnership

Agreement. In addition, the General Partner (in its capacity as General Partner, on behalf of the Partnership and on behalf of all other Partners as the attorney-in-fact of each of the other Partners), hereby (i) represents to Assignor and Assignee that all terms and conditions of the Operative Documents that are necessary to be complied with or satisfied in order to transfer the Partnership Interest from Assignor to Assignee have been complied with or satisfied or are hereby waived; (ii) confirms that the portion of Assignor's capital commitment to the Partnership assigned to Assignee is \$706,200, that all contributions duly demanded of Assignor have been paid in full in a timely fashion and that Assignor is not currently in breach of or in default under, and to General Partner's knowledge, has not acted or omitted to act in such a way that, with notice or lapse of time or both, it would be in breach of or in default under the Partnership Agreement; (iii) agrees that all distributions, capital account credits and other payments made in connection with ownership of the Transferred Interest from the date hereof shall be payable to and paid to or for the benefit of the Assignee.

BOSTON CAPITAL PARTNERS IV LLC

By:   
Managing Member

Dated as of December 12, 2020